

## MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of August A. D. 19 37, At 3:50 P. M.

TO

By

Deputy.

THIS INDENTURE, Made this 27th day of August in the year of our Lord nineteen hundred thirty seven between A. B. Mitchell and Edna Mitchell his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and George E. Melvin of Lawrence Kansas

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty five hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The west one half (1/2) of Lots numbered three (3) and four (4), Block nine (9), in Lanes First Addition to the City of Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of the sum of Thirty five hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part Y of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part Y of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the part Y making such sale, on demand, to said parties of the first part heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

A. B. Mitchell (SEAL)

Edna Mitchell (SEAL)

STATE OF KANSAS,

County of Douglas County,

ss.

BE IT REMEMBERED, That on this 27th day of August

A. D. 19 37 before me a Notary Public in and for said County and State, came A. B. Mitchell and Edna Mitchell, his wife

(SEAL) to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Jan 28 19 40

Abigail F. Atherton Notary Public.

## RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As Witness my hand, this 18th day of April A. D. 19 44.

Attest: D. C. Hinkle

George E. Melvin

This Release was written on the original Mortgage and entered this 18th day of April 1944

Harold A. Baker  
Reg. of Deeds.

This was on the mortgage

this of 1937

Harold A. Baker

Reg. of Deeds